OGC HAS REVIEWED.

Registered R.R.R.

13 December 1948

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Gentlemen:

This letter is a memorandum of our agreement as of the above date concerning your undertaking certain research and development in connection with

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You will proceed with this work in accordance with our instructions, forwarding to us such results and progress and final reports as we may require. During the continuance of the work hereunder you will deliver at our direction all material developed persuant to this letter. Upon termination of this agreement you will deliver at our direction all other material or equipment for which we have reimbursed you hereunder. With respect to the latter, however, it is understood that at the termination hereof you shall have the option to retain same upon reasonable terms crediting our final account in the amount then agreed upon. You are not to disclose any information concerning this work to any person other than employees directly engaged thereon.

Upon receipt of your monthly invoice, we shall promptly pay to you an amount totalling:

(a) Salaries and wages of your employees when directly engaged in working hereunder, plus Federal and State Secial Security taxes paid thereon, and including per diem rates not to exceed thirty-five dollars (\$35.00) for

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- excluding taxes, to cover all overhead costs:
- (c) The actual cost to us of all equipment and materials purchased for use in performing this work; and

(d) The actual transportation expenses of persons directly engaged in the work plus an allowance of six dollars (\$6.00) per person for each calendar day or major portion thereof, during such periods of travel, in lieu of the actual subsistence expenses of such persons.

This work is to occupy no more than an average of two days per month and is to continue until May 15, 1949, or a prior date of which we shall have given you fourteen (14) days notice. Your maximum claims for reimbursement under this agreement will not exceed five thousand dollars (\$5,000.00), and you shall have the right to stop work hereunder if and when (a) this amount has been incurred or obligated by you, and (b) upon your so advising us, we do not promptly agree to make additional funds available.

Please indicate below your acceptance of this agreement as of the date hereof returning the attached duplicate original to us.

Very truly yours,

CENTRAL INTELLIGENCE AGENCY

25X1A	ACCEPTED:	Contracting Officer
	BY:	
	General Counsel: cc: SFD CAS CDD	25X1A